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AGREEMENT

between

The Superintendent of Schools
of the
Horseheads Central School District

and

Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO
for and on behalf of
Horseheads Transportation CSEA Unit

July 1, 1999 – June 30, 2003

HORSEHEADS CENTRAL SCHOOL DISTRICT
Horseheads, New York

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 14 2004

ADMINISTRATION

Revised 6/1/04

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PREAMBLE

This Agreement is entered into the first day of July, 1999 by and between the Superintendent of Schools of the Horseheads Central School District and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for and on behalf of the Horseheads Transportation CSEA Unit.

Article I. Salary

A. Salary

1. Employees will be guaranteed 4 hours per day.
2. Employees on the Hourly Rate Schedule will be assigned to a variety of duties including miscellaneous work and other run substitutions before those on regular substitute lists.
3. Each driver or attendant shall be placed on their proper step. A bus driver and/or attendant shall be considered one and the same throughout the contract except that in the area of bidding and trip lists; only attendants who are qualified to drive buses shall be eligible to bid or be placed on a trip list.

B. Rules Affecting All Unit Members

1. Longevity Pay - All employees shall receive eight hundred (\$800.00) dollars at step 10 and a one thousand (\$1,000.00) increase at steps 15, 20, 25, 30 and 35. These amounts are included in the salary step schedule in Appendix A. Effective July 1, 2000, Step 10 longevity shall increase to one thousand (\$1,000.00) dollars.
2. Overtime - Overtime at the rate of time and one-half will be paid for hours in excess of 40 for any seven (7) day payroll period. Drivers may bid on work so long as the run will not put them over 40 hours. Trip drivers, following the procedures contained in Article II, will be eligible to take a scheduled trip provided they are scheduled for fifty-five or fewer hours.
3. To be eligible for the annual step/salary increase, employment date must be prior to January 1st of the year involved.
4. Payment Plan -
 - a. All employees will be placed on a twenty-two payment plan.
 - b. Salaried employees will have their base salary calculated at the beginning of the school year using the formula set forth in I. A. 4 above.

- c. Hourly employees will have their pay calculated at the beginning of each school year by multiplying their hourly rate by four hours multiplied by one hundred ninety days plus longevities as outlined in Article I.B.1 divided by twenty-two.
 - d. The first paycheck will be delivered on the second Thursday of work in September and the final check on the last day in June that students are transported.
- 5. Pay for Time Used for Physical Examination - Bus drivers will be paid for a maximum of two hours at either the overbase or hourly rate for required physicals or required tests connected with such physicals. Proof of such physicals or tests will be required to qualify for the pay.
 - a. If another physical and/or drug test is requested during the year by the District, the cost of that physical examination will be covered by the District. If as part of such physical examination, laboratory tests are required, the District will cover any cost of such tests in excess of the driver's own health insurance coverage.
- 6. Pay Rate for Non-Driving Duties - The pay rate for non-driving duties, other than attendant, shall be the employee's hourly rate.
- 7. Extra Work - Drivers are to be paid a maximum of 2 hours for required mileage sheets, route cards and survey sheets. Such pay is to be given when the work is completed.
- 8. Driver's License - Drivers will be reimbursed in full for the cost of their driver's license upon submission of proof of payment.
- 9. If there is an emergency delay in the start of a school day, or closing of school after an employee has arrived to work, the employee will receive 2 hours pay, in addition to any other pay he may earn or be entitled to for such delay and/or closure. Employees reporting more than 30 minutes prior to their run leaving time are not eligible to receive such two (2) hours pay.

Article II. Trips

- A. Operational Information - Trips will be performed by drivers whose names appear on lists which will be posted on the bulletin board. Two lists will be created by September 1st. by carrying over the names of the drivers who were on those lists the previous June. On September 1st these

names will be placed in order by seniority. Any drivers approved after September 1st. will be added to the bottom of the list. No driver will be allowed to put their name on a list and then remove it just for the purpose of securing certain trips.

1. Weekly trip assignments will be posted no later than 1 P.M. Thursday for trips scheduled for the following week. This will be done by assigning the next driver from the appropriate list. If subsequent trip requests are received, the next appropriate driver will be assigned even though this trip may occur prior to a previously scheduled one. All trips will be rotated in accordance with the seniority listing except in emergency situations. Drivers who receive same day notification and refuse a trip will not lose their place on the list rotation. All trips scheduled and paid for at the contract rate by an outside organization must have their driver approved by the Supervisor of Transportation. Any driver who is working another job in the District and those hours conflict with a trip, then they are ineligible for such trip and are passed over until the next rotation of the list.
 2. A driver's trip steward will have an opportunity, each afternoon, to review the trip list with the dispatcher.
 3. Drivers are required, and will be paid one half ($\frac{1}{2}$) hour, to clean and gas assigned buses upon return from a trip. If inspection by the Supervisor of Transportation shows that this was not done, that driver will lose their $\frac{1}{2}$ hour pay for gassing and sweeping. If a bus was not swept and gassed before a trip, the trip driver will receive $\frac{1}{2}$ hour extra pay for doing the same.
 4. Transportation of students for any school affiliated programs in school vehicles shall be done by a bus driver from the appropriate trip list.
 5. Copies of the rules for the trip list will be distributed to all trip drivers at the beginning of the school year.
- B. Trip Cancellation - If no compensation is received for trip driving time, scheduled drivers are eligible for the next trip assigned. If compensated for trip driving time, this will be treated as a completed trip.
- C. List Definitions - Two trip lists will be established as follows:
1. List A - Trips scheduled to load before High School starting time and/or to return after High School ending time, and all trips outside New York State.
 2. List B - Trips within a forty-mile radius of the bus garage, including

Vestal, that are completed during school hours (High School starting and ending times.)

D. Employee eligibility for placement on the lists:

1. Qualifications for list A - Two full years of driving experience in the District.
2. Drivers may sign on only one trip list. Monitors may sign on List B only.
3. Any driver who qualifies for both lists may notify the Supervisor of Transportation that he wishes to change from one list to the other. Such change will take effect on the month immediately following such notification. Such change will be allowed only once during any school year.

- E. 1. Placement on trip lists will be subject to the approval of the Supervisor of Transportation. New drivers must complete their probationary period before they are eligible. Non-approvals will be reviewed with the Association President.
2. Should a driver on either list refuse assigned trips three (3) times within a school semester, then that driver shall be passed over for the next rotation. Each subsequent refusal shall result in that driver being passed over for the next rotation. District employment related appointments and/or accruals scheduled prior to the posting of the trip list shall not be considered as refusals.

F. Trip Pay

1. Drivers' pay for extra trips shall be the hourly trip rate for all drivers starting fifteen (15) minutes before the loading time until fifteen (15) minutes after return to the bus garage. All drivers who are on a special trip outside of the school district will be paid to purchase a meal for each five (5) hours they are away, limited to three (3) meals per day. A driver continuing from a regular run onto a trip shall be paid for one (1) meal if that total time is five (5) hours, and for (2) two meals if the total time is ten (10) hours. If a trip falls within one-half ($\frac{1}{2}$) hour of a regular run, the regular run time plus the trip time will be added to calculate meal time pay. In each instance a driver will receive one hour at trip rate for a meal. A driver will be paid two(2) hours time if either a trip is canceled after the driver arrives to go to work (gassing and cleaning time will not be calculated in this instance) or if a trip is less than two (2) hours in length.
2. Time and one half will be paid for weekend trips only when the driver has worked the full scheduled work week prior to the trip.

Cancellation of a trip where a driver qualifies for pay will not be at the overtime rate when the trip was scheduled for a weekend.

3. Trip conflict with a regular run. When a driver is on an athletic or field trip which causes them to miss a regular run, they shall be paid their regular salary with no deduction for missing the regular run. They shall be paid for all trip hours which come before, after and in-between their regular run according to pay scale set forth in Article II-F-1 of this contract.

G. Miscellaneous

1. For trips which require a paid driver of a vehicle carrying equipment and accompanying a bus, the driver shall be assigned from the appropriate list.
2. In the event that the District assigns a trip to a driver from the wrong trip list, the driver who was bypassed will be assigned the next trip from the appropriate list. Upon completion of the trip, the driver will be compensated at a level at least equal to the bypassed trip.

H. Summer Trips and Runs

Summer trips will be awarded on a rotating seniority basis. Trips are a one-day occurrence and assignment is based on the summer trip list. The summer trip list shall be recombined by seniority each July first. Driver eligibility for summer trips shall be the same as those listed in paragraphs C and D above. Drivers bypassed because they do not meet trip list qualifications will be assigned the next available trip for which they qualify. Paragraphs F2 and F3 above, shall apply. Summer runs will be bid during the month of June. One Master Bid Sheet will be posted for those drivers interested in bidding. All runs will be assigned on the last Monday of work in June from this bid sheet according to the provisions of Article III-A 1 b.

Article III. Runs

A. Operational Information

1. New Routes and Vacancies
 - a. Postings - All attendant and established run openings shall be posted for a period of 3 school days. Those which open during the school year shall be posted within 3 days of opening. All runs opening during the summer months will be posted on the first day of the second full week of school. All new runs shall be posted within 5 days of starting.
 - b. Selection - Appointments must be made from the 3 most senior drivers who sign the bid. Added weight shall be given to the most senior qualified driver in making assignments. Upon request of drivers affected, the Supervisor of Transportation shall provide written reasons for denial to more senior drivers in any group of 3.

- c. Run abolishment and/or Reduction - In case of job loss and/or time loss of fifteen (15) minutes or more per day, due to run abolishment or reduction, seniority prevails. A driver whose run has been abolished, eliminated and/or reduced in time by fifteen (15) minutes or more per day, shall be able to bump a less senior driver assigned to a regular run. In the case of time reduction, it is understood that:
 - 1) a driver must make their decision within three (3) days of being notified of a time reduction of fifteen (15) minutes or more as to which less senior driver, if any, that they will bump, and
 - 2) They may only bump a less senior driver who has the same amount of hours they were reduced from and such "bumpee" may not have equal to or less than the amount of time the "bumper" is being reduced to. (EXAMPLE: A driver with 5 hours daily time and subsequently reduced to 4 3/4 hours, may bump any less senior driver 4:50, 4:55 and/or 5.0 hours daily time, but who does not have more than 5 hours.) A driver can neither "bump-up" in time nor seniority.
 - d. CSEA representative - The unit President shall have the right to designate a union representative to meet with the Transportation Supervisor to discuss and make suggestions regarding the formation and assignment of runs, including the possibility of swapping runs.
2. Calculation of Hours - All hours will be calculated by the Supervisor of Transportation. Employees' duties will begin and end at 5 minute intervals. (i.e. 8:00, 8:05, 8:10, etc.). At the end of each pay period, total time will be adjusted to the nearest quarter hour.
- a. Bus route driving time will consist of these factors: actual driving time plus time for other required duties. These required duties are defined as: pick up keys and messages, pre and post checks, sweeping and gassing the bus and logging time.
 - b. All routes assigned by September 1, 1991 will have a minimum of 30 minutes added time for these required duties. Any routes posted after September 1, 1991 may reflect a reduction in this 30 minute time as determined by the Supervisor of Transportation. A driver may ask to have the 30 minute time reviewed for change. It is understood that this could result in a reduction (limited to 20 minutes) or increase of route time.

- c. Each employee will be furnished a copy of the time calculated for their actual driving time by the end of the second (2nd) pay period and when time calculations change during the school year. Drivers may request a review of these calculations within two (2) weeks of notification. Decisions made by the Supervisor of Transportation will be final.
- 3. Additional Duties - Drivers are charged with the responsibility for maintaining the interior cleanliness of the bus. Gassing will be done daily and interior cleaning will be done after each run. If a driver is notified 3 times of failure to do so, that time shall be deducted from the driver's pay.
- 4. Unassigned Drivers - Unassigned drivers must report to work at a stated time before AM and PM runs. They will be on probation for a period of two (2) school months.
 - a. When unassigned drivers drive a run over their base hours, they will receive the overbase or hourly rate for the excess hours. Where the regular driver has indicated the length of time they will be off prior to the initiation of their leave, the Dispatcher will assign these runs on a seniority basis.
 - b. An encumbered run which opens up will be assigned to the senior unassigned driver. This driver will then retain that run until the regular driver returns.
- 5. Adjustment for Requested Time Off - Drivers may request a portion of their run off. If approved, their pay will be reduced by either the hourly or overbase rate.
- 6. Runs
 - a. Drivers may be hired to work one-half ($\frac{1}{2}$) days (2 hours AM or 2 hours PM) and shall be hired at the start rate. Pay for such drivers shall be calculated as provided in ARTICLE I.B.4.c herein. In no event shall the number of two (2) hour drivers exceed ten (10%) percent of the total number of drivers.
 - b. Two (2) hour drivers shall receive pro-rated leave benefits provided in this Agreement, but are not eligible to bid on runs and/or take extra trips.

- c. Two (2) hour drivers are eligible for individual health insurance as provided in ARTICLE IX herein, and may purchase the family plan by paying the difference between ninety (90%) percent of the individual plan and the District rate of the family plan.

B. Information Regarding Specific Types of Runs

1. Vo-Tech Runs - Salary

Drivers will be paid at their hourly rate times 190 days for the actual hours worked per day. When the Vo-Tech run comes during the time for which a driver is already being paid, no additional pay will be received. Drivers having a Vo-Tech run prior to June 30, 1991 will continue to be paid as was established at the time they began the run.

2. Nurse Run

The nurse runs are to be paid at the employee's hourly rate.

3. Substitutes - An unassigned driver driving a regular run which has additional work such as a Vo-Tech run, a Nurse run, a Gateways run, shuttles, etc. as a part of it will do the complete run for the day. Pay will be at the employee's hourly rate.

4. Summer runs are defined as bid jobs which are scheduled for more than one day.

5. Special Needs Runs - Any employee who wishes to drive, bid on or substitute on these runs, during the school year and/or summer, must have completed the fifteen (15) hour Special Needs Training Course and such employee must be current by having attended a special needs refresher each year.

- C. A miscellaneous substitution list will be established by seniority no later than the first day of the second week of school. Drivers will be used on an available rotating basis. This list will be used only in those instances when the regular driver gives a minimum of 2 hours notice of their absence. Drivers will be paid at the driver's hourly rate.

Article IV. Seniority

- A. Seniority, for the purpose of overtime work and shift assignments, shall mean the status attained by the length of service with the School District commencing with the employee's anniversary as a bus driver.
- B. Seniority for the purpose of layoff or recall shall mean the status attained by the employee's length of service with the School District. Seniority shall commence with the date a driver passes a road test, providing they start as a regular unassigned driver within 1 day's time. If new drivers

take their tests in July or August, their seniority date will be September 1st of the appropriate year in the same order in which they passed their test. The seniority date of drivers taking tests over school vacation days shall be the first day they began work as a regular unassigned driver. In the event of reduction in the bus drivers' workforce, the employee with the least seniority shall be laid off first. In the event of recall, the last employee laid off shall be the first hired. Recalled employees must have the correct licensing to be considered for rehire in order of seniority.

- C. Recalled employees must respond within three (3) school business days of receipt of registered letter. Recalled employees must report to work within five (5) days of receipt of registered letter. Employees on layoff must provide the District with accurate contact information. The District may fill vacancies as efficiently as possible during the recall time period.
- D. An employee who has an approved unpaid leave of absence shall be deemed to have had continuous service. Seniority will not be accrued for the time of the approved leave.
 - 1. An employee who has resigned and is rehired within two months shall be deemed to have had continuous service. Seniority will not be accrued for the time between the resignation and the rehire.
 - 2. A driver with a temporary job conflict, other than employment in this District, will have their run held open for up to two (2) months. Seniority will not accrue for the time of the unpaid leave. Job conflict is defined as a job that an employee held at the time of beginning employment within the bargaining unit and that non-district Employer has changed the employee's work hours so that they conflict with the hours required to accomplish the job within the bargaining unit.
 - 3. Any sick leave credits accumulated and unused at the time of separation shall be reinstated.
- E. Seniority lists presently in effect shall be posted on the bulletin board. New employees shall be added as per date of hire as defined in Article IV Section B of this contract.

Article V. Driver Related Work

- A. All driver related work shall be posted and bidding procedures as in Article III Section A.1 shall be followed. Driver related work is defined as any work requiring driving or cleaning of a bus.
- B. All other work shall be posted and all interested employees shall have the right to bid on the work. The best qualified employee will be given the work. In the event 2 (two) or more equally qualified employees bid on a posted job seniority will prevail.

- C. The cleaning of the exterior of the bus shall continue to be done by the incumbent driver-cleaner. In the event that the incumbent leaves this position, the position will either be filled from the mechanics unit or it will be filled as per the procedures under driver related work contained herein. The decision as to which alternative is to be used will be made by the Supervisor of Transportation.

Article VI. Driver Training

- A. Certified drivers will be used for driver training on a rotating basis when the work is available.
- B. The established list of trainers will continue to be used. Additional names will be added to such list by the Supervisor of Transportation. The Supervisor of Transportation will consider such factors as seniority, experience and ability to train in determining what names are added. Notification of openings will be posted for at least 3 work days.
- C. Driver trainers shall be paid one hour showup time if work is canceled after driver arrives to go to work.
- D. Driver trainers shall be paid for a minimum of two (2) hours work unless not available due to a run conflict. If trainee is not available for the two (2) hour session, trainer will be paid for two hours.

Article VII. Leaves

A. 1. Sick Leave

- a. During the first fiscal year of employment, sick leave will be earned at the rate of one day per month for each month that an employee works a majority of the available workdays in that month and will be credited to the employee on the first day of the following month. Subsequent annual sick leave crediting will be accomplished in accordance with current practice.
- b. Each employee is eligible for 1 day of sick leave per month for the 10 months worked, cumulative to 185 days. The 185 day maximum may not be exceeded; but, as soon as a person falls below that total, he may continue to accumulate as before. In the event an employee is eligible for worker's compensation, they may elect to use sick days or they may elect to collect from compensation. They are not eligible to draw both sick pay and compensation. If they elect to utilize sick days, the District shall receive the compensation. A run will be held open for 10 school months for a driver on sick leave. The District may require written certification from a doctor for employees on sick leave for more than three (3) consecutive work days.

- c. Restoration of Leave Credits
Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as reimbursement for wages paid shall be restored to the employee on a prorated basis equal to the sum received.
- d. If any of the 10 sick days allocated in any school year are not utilized, the driver may, at the end of that school year, elect to convert those unused sick days to pay at the rate of \$5.00 per unused sick day.

2. Sick Leave Bank

- a. A sick leave bank is to be established for bus drivers to be used in the event of continued illness or an extended disability which would use more sick time than accumulated. A request in writing, along with a statement from a medical doctor indicating nature of illness or disability and time of return to duty shall be presented with such request. School Superintendent may request a school doctor to conduct such examination.
- b. Time to accrue as follows:
One-half (.5) day to be placed in the bank for each day of unused sick leave as accumulated for the next ten years, to the maximum of fifty (50) days. To be used only when no accumulated sick leave time remains.
- c. Employees joining the system subsequent to 1970 shall accumulate time from date of appointment for a ten year period but not exceed a total of fifty (50) days. Calculation of such time shall be made on June 30th of each year, and all employees shall be notified of such amount of time credited to them.

3. Emergency Leave

Each employee is eligible for five (5) days of emergency leave per year, chargeable to their accumulated sick leave, upon the approval of their application for such leave. Emergency leave means a happening that may occur at the last minute and cannot be handled outside the work schedule.

4. Personal Leave

Each employee is eligible for two (2) days of personal leave per year upon the approval of their application for such leave. This leave may not be used to extend a vacation or holiday nor in conjunction with any other leave or absence. Personal leave days not used during the year will be credited to sick leave days as of

September 1st of the following year. Applications for personal leave must be submitted forty-eight hours in advance, except in an emergency.

5. Funeral Leave

(a.) An employee shall be entitled to up to five days' absence at full pay due to the death of an employee's father, mother, spouse, son, daughter, or member of the employee's household. An employee shall be entitled to up to three (3) days absence at full pay due to the death of a sibling, mother-in-law, father-in-law, grandparent or grandchild. Funeral leave will not be charged against an employee's accumulated sick leave. Absences for death of other relatives shall be charged against an employee's accumulated sick leave as described in the emergency leave provisions set forth in paragraph A.3 of the Article.

(b) Funeral leave will normally begin on the day of or the day after a death and will terminate on the day of or the day after interment. Notwithstanding the foregoing, if the interment of a decedent is delayed, an employee shall be permitted to use funeral leave days to the extent they remain available from the allocations described in 5(a) above, to attend the interment of the decedent.

6. Emergency Volunteer Work

Employees who serve as volunteer firemen and/or emergency squad members will be allowed to perform emergency volunteer work during scheduled work hours with the approval of their immediate supervisor, with no loss of pay, when requested to do such work by the chief engineer or their designee, of the volunteer fire department and/or emergency squad. Employees will not be penalized if they are present at the site of the emergency when their scheduled work starts and if required to remain on emergency duty by the chief engineer or their designee. Employees who are at work at the time of an emergency call shall, if performing work "critical" to the continued operation of the District, remain on duty and complete such work prior to responding to the outside emergency.

B. Call-in Procedure for Absence

Employees who will be absent for any reason shall notify the Transportation Office at least 30 minutes prior to their morning run departure and no later than 1:00 PM for their afternoon run.

C. Drivers requesting time off without pay will be granted such requests on a first-come, first-serve basis if unassigned drivers are available as replacements.

D. For purposes of Article VII A, when calculating a typical work day for monitors five (5) hours will be used.

Article VIII. Retirement

The 75-I New York State Employees Retirement Plan is provided to all regular employees, Section 41-j is in effect upon retirement.

Effective July 1, 1998, employees who have: [1] fifteen (15) or more years employment with the Horseheads School District; [2] have attained the age of sixty-two (62); and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance, including the prescription rider, premiums from the date of leaving to their Medicare eligible date*, paid in accordance with the following:***

<u>HOURS WORKED#</u>	<u>RETIREE PAYS ##</u>	<u>DISTRICT PAYS</u>
6 or more	10%	90% ** Up to \$6,600
5.0 - 5.99	30%	70% Up to \$5,279
4.0 - 4.99	40%	60% Up to \$4,619
Less than 4	50%	50% Up to \$3,960

Any adjustment in the amount of District payments included in any future collective bargaining agreement with this unit will be applied to people already qualifying for health insurance under this article. Prior to Medicare eligibility date, for retirees covered under this Article, the Health Insurance Plan will be the same as provided for active employees. Should an employee who is covered by the District health insurance plan die subsequent to retirement, his or her surviving spouse shall be allowed to continue in such plan, with the District continuing to pay the same percentage of premium as it would have paid should the employee have not expired.

- * At Medicare Eligible Date, insurance provided will be the Medicare supplement, including prescription rider, and the District's contribution shall be ninety (90%) percent of the cost of same.
- ** District contributions shall be limited to ninety (90%) percent of premium to a maximum of \$6,600.
- *** From date of leaving to Medicare eligible date.
- # Hours worked shall be computed by averaging the employees five (5) highest years of employment with the District. Years do not need to be consecutive years and such computation does not include overtime hours.
- ## In no event shall a retiree pay less than ten (10%) percent of the then current premium cost.

Article IX. Insurance
A. Health Insurance

Self-funded CST health plan with the following riders:

1. Preferred Provider Organization
2. \$0.00 Generic/\$10 Brand Name Drugs Co-pay
3. \$10 Office Call co-pay
4. \$50 Non-life threatening Emergency Room

is provided all regular employees, with 90% of the premium for individual or family plan paid by the District. Coverages provided by this plan will not change unless such change is negotiated between the District and the Union. Applications must be initiated by the employee. New employees shall be eligible for this insurance at the end of their probationary period, except that any new employee hired directly from another school district shall be eligible for health insurance coverage upon the date of hire with the Employer. Other new employees, however, may purchase the insurance at full cost to the employee.

Employees carrying the health insurance package shall be entitled to enroll in the dental insurance plan known as "Plan A + 1" and the District shall pay ninety (90%) percent of the premium cost.

The District shall have the right to select an alternative carrier to go to self-insurance except that current benefits are to be maintained exactly as they are and the cost to the employee for such coverage shall be calculated as is currently done.

B. Disability Insurance

New York State Disability Insurance as provided for off-the-job injuries shall be provided to all employees at no cost to employees.

C. Employee Benefit Fund - Platinum-12 Optical

The District shall participate in and pay the full premium "composite rate" for each bargaining unit employee, for the purpose of providing the Optical Plan known as "Platinum-12". The "Occupational Rider" is added effective July 1, 2000.

Article X. Grievance Procedure

A. Definitions

1. A "grievance" is any claimed violation, misinterpretation of inequitable application of the existing agreement and disciplinary action.
2. An "aggrieved" party is any employee, group of employees or the Union.

3. When two (2) or more employees are affected by a grievance, such grievance may be submitted as a class action by the employees affected or by the Union.

B. Procedure

1. A grievance shall be deemed waived unless it is submitted at the first available stage within ten (10) school business days after the aggrieved knows or should have known of the events or conditions on which it is based.
2. All grievance discussions, meetings, conferences, hearings shall be conducted by mutual agreement of both parties.
3. The time limits at any step(s) may be extended by mutual agreement.
4. All matters of discipline or discharge shall be submitted directly to Stage 2 within three (3) school business days after such discipline or discharge.
5. Awards may not be retroactive beyond the date the grievance was originally filed.

C. Stage I

1. An employee must attempt to resolve a grievance informally with their immediate supervisor. During any attempt to resolve such grievance at an informal level with their immediate supervisor, such grievant shall be entitled to have not more than one representative of the Association. At any subsequent level of this grievance procedure, the grievant shall not be so limited.
2. If such employee is unable to resolve such matter to their satisfaction, they may reduce such grievance to writing and file same with their immediate supervisor.
3. Each written grievance shall identify and be signed by the aggrieved party and indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the alleged grievance. It shall also specify the provisions of this agreement alleged to be violated and shall describe the redress sought by the aggrieved party. It shall also describe what attempt was made to resolve such grievance informally and when and where the same took place.
4. Upon receipt of such written grievance the immediate supervisor or administrator shall respond in writing within five (5) school business days.

D. Stage 2

1. If the aggrieved party is not satisfied with such response or if no response is received within such five (5) school business days, they may within five (5) school business days thereof file an appeal containing a copy of such grievance and the papers and affidavits on which it is based, if any, with the Superintendent, indicating in such appeal whether they desire a further hearing before such Superintendent.
2. If a hearing has been requested, the Superintendent or their designated representative shall schedule a hearing within ten (10) school business days. After such hearing has been held, the Superintendent shall render their decision within ten (10) school business days thereafter. If no hearing has been requested, the Superintendent shall make such investigation as they deem necessary and shall render a written decision within ten (10) school business days of the submission to them of such appeal.

E. Stage 3

1. In the event that the Union is not satisfied with the decision of the Superintendent, the Union may, within twenty (20) days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request shall be forwarded to the Superintendent.
2. The arbitrator's decision shall be in writing and will set forth their findings, reasonings and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.
3. The decision of the arbitrator shall be final and binding on both parties.
4. The cost of the services of the arbitrator will be borne equally by the District and the union.

F. Reprisals

No employee shall be subjected to recrimination, discrimination, harassment, transfer, reassignment or dismissal as a result of filing a grievance hereunder.

G. Availability of Documents

There shall be made available to the appropriate union representatives all relevant materials, documents, communications and records concerning the alleged grievance unless the same are confidential, such as personnel prehire information or prepared in preparation for the Arbitration.

Article XI. Disciplinary Procedure

- A. Any employee considering themselves aggrieved due to any disciplinary action may file a grievance in accordance with ARTICLE X of this Agreement, or may resort to the provisions of Section 75 and 76 of the Civil Service Law. Any disciplinary grievance provided for herein shall be deemed to include the statutory protections of Section 75 of the Civil Service Law. An employee selecting either the grievance procedure under Article X or the procedures under Section 75 and 76 of the Civil Service Law shall waive their right to the other procedure.
- B. Employees with five (5) or more years of service in the school district will be entitled to the provisions of Section 75 and 76 of the Civil Service Law.
- C. The District will notify the Unit President or their designee before suspending an employee without pay.
- D. All letters and counseling memos concerning discipline must be signed by the employee involved prior to being placed in the employee's personnel file. Such signature merely signifies receipt and neither agreement nor disagreement with the contents.
- E. Prior to any meeting with management that is of a disciplinary nature or which could lead to discipline, bargaining unit members must be afforded the opportunity to obtain Union representation. If the employee refuses such representation, they must sign a form, provided by the management personnel, stating such refusal.

Article XII. Duration of Agreement

- A. This agreement shall commence July 1, 1999 and expire June 30, 2003.
- B. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.
- C. This agreement shall become effective, subject to required legislative approval, upon its approval by the members of the respective parties hereto. This agreement may be amended by the mutual consent of both parties.

Article XIII. Bargaining Agent

- A. Recognition
Section 1. The Employer recognizes the CSEA Inc., Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining agent and representative for all bus drivers, monitors and attendants included in the bargaining unit for the purposes of collective negotiations of all terms

and conditions of employment and the administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employee's Fair Employment Act.

Section 2. The employer agrees that it shall deduct exclusively for the Union, from the wages of the members of CSEA and remit to CSEA, Inc. 143 Washington Avenue, Albany, N. Y. 12210, regular membership dues and CSEA insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization, and as provided by law. The Employer will also deduct and remit to the Union, at the address provided herein, agency fees for all bargaining unit employees who fail to become members of the Union. Such agency fee deductions submitted to the Union, will contain a listing of the employees having such fee deducted, together with their names and social security numbers. The Employer agrees that it will deduct from the wages of the members of CSEA, through no more than one payroll slot, and remit (in a single check) to Jardine Group Services Corp., P.O. Box 956, Schenectady, N.Y. 12301-0956, all other CSEA sponsored insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. No other organization will be accorded payroll deductions privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

Section 3. The CSEA Inc., Local 1000 AFSCME, AFL-CIO affirms that it does not assert the right to strike against the Employer or to assist or participate in such a strike.

Section 4. The employer will not aid, promote or finance any labor group or organization which purports to engage in Collective Bargaining or make any agreement with any such group or organization for the purpose of undermining CSEA, except as is permitted by law.

Section 5. The employer agrees to furnish the CSEA with a complete listing of the names, home addresses (unless the employee directs the District not to release their home addresses), work locations and job titles of all the employees in the negotiation unit on a yearly basis and furthermore, will furnish the same information for new employees, employees who are promoted or transferred and a listing of all employees terminated. This information will also be provided on a yearly basis, and there shall be indicated on a separate statement, employees in the School District who pay dues to CSEA on a yearly basis.

B. Reciprocal Rights

Section 1. The employer recognizes the rights of the employees to designate representatives to the Civil Service Employees Association, Inc. to appear on their behalf to discuss salaries, working conditions,

grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employees.

Section 2. The employer and CSEA shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 3. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from the CSEA or employer.

Section 4. The CSEA agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and will use its best endeavors to protect the interests of the employer to conserve property, protect the public and give service of the highest quality.

Section 5. CSEA shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Board or the Supervisor of Transportation.

Section 6. The officers and agents of CSEA shall have the right to represent their unit members during work hours only at District initiated activities. Examples of such activities are: representation at disciplinary meetings, labor-management meetings, and committee work such as a District safety committee or Employee Assistance Program. Negotiation sessions, grievance meetings, and arbitrations may be conducted during work hours at times which are mutually agreed. All other union activities will be carried out during non-working hours.

Section 7. The CSEA will communicate to the employer the name, address and position of any employee designated in Section 6 and names of the officers of the bargaining unit.

Section 8. A copy of all lists, copies of all bid jobs, and all records necessary for negotiations, when such lists, bid jobs and other records have been compiled by the District, shall be made available to the union.

Section 9. Personnel File - An employee has the right to review their personnel file and to respond to any documentation in their file and to have the response placed in the personnel file.

Article XIV. Convention Delegates

No more than two (2) representatives may be designated to attend the

Union's Spring and Fall conventions and/or other union sponsored programs with no loss of pay. Time not to exceed a total of one hundred and twelve (112) hours per school year. Time will be charged in minimum units of one hour for the first hour or part thereof and thereafter in minimum units of one-half hour. The employer shall be notified at least one (1) week in advance.

Article XV. Standing Labor-Management Committee

- A. For the term of this agreement, a standing labor-management committee shall be established. The District and CSEA shall each appoint one permanent member of the committee. Additional members may be appointed by mutual agreement.
- B. The committee shall have the authority to meet and discuss issues of concern, upon the motion of either party. The committee is empowered to make formal recommendations to the District and to CSEA, and these parties are hereby empowered to adopt such recommendations by mutual agreement.

Article XVI. Salary

Wage and benefit increases in the amount of at or about 3.5% effective July 1, 1999, plus a minimum of forty-seven (\$.47) cents per hour (see appendix A for rates), effective September 1, 1999; an additional 3.5% effective July 1, 2000; an additional 3.5% effective July 1, 2001 and an additional 3.5% effective July 1, 2002 have been agreed to between the parties and are distributed in accordance with the schedules contained herein and designated APPENDIX A.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Horseheads Central Schools
CSEA Unit


Superintendent

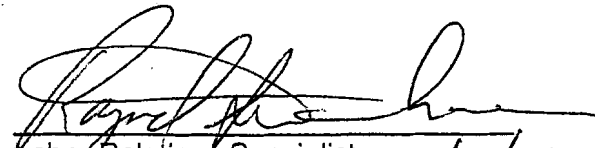
Date: 2/5/2000

Horseheads Transportation


Unit President

Date: 4/10/00

CSEA, INC. Local 1000 AFSCME AFL-CIO


Labor Relations Specialist 4/13/00

MEMORANDUM OF AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS
of the
HORSEHEADS CENTRAL SCHOOL DISTRICT
and the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO
for and on behalf of
THE HORSEHEADS TRANSPORTATION CSEA UNIT

JULY 1, 2001 - JUNE 30, 2005

This Agreement is entered into the first day of July, **2001** by and between the Superintendent of Schools of the Horseheads Central School District and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for and on behalf of the Horseheads Transportation CSEA Unit.

ARTICLE VIII. Retirement

The 75-I New York State Employees Retirement Plan is provided to all regular employees; Section 41-j is in effect upon retirement.

Effective July 1, **2001**, employees who have [1] fifteen (15) or more years employment with the Horseheads School District; [2] have attained the age of sixty-two; and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance paid from the date of leaving to their Medicare eligible date* **at the same rate as active employees.**

Any adjustment in the amount of District payments included in any future collective bargaining agreements with this unit will be applied to people already qualifying for health insurance coverage under this article. Prior to Medicare eligibility date, for retirees covered under this Article, the Health Insurance Plan will be the same as provided for active employees. Should an employee who is covered by the District health insurance plan die subsequent to his retirement, his or her surviving spouse shall be allowed to continue in such plan, with the **surviving spouse paying the same rate as an active employee.**

* At Medicare Eligible Date, insurance provided will be the Medicare supplement, including prescription rider.

ARTICLE IX. Insurance
A. 1. Health Insurance

Effective July 1, 2001, unit members who are employed at least four (4) hours per day will contribute Five Hundred (\$500) Dollars for individual health care coverage in each contract year or One Thousand (\$1,000) Dollars for family coverage in each contract year. Coverages provided by this plan will not change unless such change is negotiated between the District and the Union. Applications must be initiated by the employee. New employees shall be eligible for this insurance at the end of their probationary period, except that any new employee hired directly from another school district shall be eligible for health insurance coverage upon the date of hire with the Employer. Other new employees, however, may purchase the insurance at full cost to the employee.

Employees carrying the health insurance package shall be entitled to enroll in the dental insurance plan known as "Plan A + 1" and the District shall pay ninety (90%) percent of the premium cost.

Effective July 1, 2001, the District shall adopt Option #11 and Alternate Design 2 of Exhibit D of the Central Southern Tier Health Care Plan's Options as set forth in the Plan's Option Document. For the purpose of Option 11, the dollar amounts set forth in paragraph One of this Article meets all the deductibles and/or co-insurance requirements of Option #11. The dollar amounts set forth in Paragraph One above paragraph are the total out of pocket expenses the full time unit member is obligated to pay in each contract year. The District shall have the right to select an alternative carrier to go to self-insurance except that current benefits are to be maintained exactly as they are and the cost to the employee for such coverages shall be calculated as is currently done.

The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will cooperate with the Association in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the Association shall receive a portion of any cost savings the adopted alternative plan may realize.

2. Health Insurance Opt-Out

Employees who have access to health insurance coverage other than through the District shall be eligible to refuse health insurance coverage from the District and will receive One Thousand Eight-Hundred (\$1,800.00) Dollars per contract year. Employees electing to refuse such coverage shall notify the Employer prior to June 1st. of each year. New employees shall notify the Employer within thirty (30) days of employment to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the Employer, proof of other coverage. Such proof shall be provided by the employee to the Employer, upon request by the Employer at any time during the year, with five (5) days of any such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the First day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date. Should an employee lose such other coverage for any reason, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12th. of the total for each month out of the plan.) Should this Section (IX A. 2.) of this Agreement become the basis at anytime for the diminution of the health insurance benefits provided in this Agreement, in any manner whatsoever; this Section (IX A. 2.) shall be considered null and void and the parties hereto shall meet to negotiate alternatives to same.

B. and C. - NO CHANGES

ARTICLE XVI. Salary

Wage and benefit increases in the amount of five and one-half (5.5%) percent plus Thirty-six (\$.36) cents per hour effective July 1, 2001; an additional five and one-half (5.5%) percent plus Fifty-one (\$.51) cents per hour effective July 1, 2002; and an additional five and one-half (5.5%) percent effective July 1, 2003 have been agreed to between the parties and are distributed in accordance with the schedules contained herein and designated APPENDIX A.

IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

APPENDIX A

HOURLY RATE SCHEDULE DRIVERS & MONITORS

	<u>7/1/2001 - 6/30/2002</u>	<u>7/1/2002 - 6/30/2003</u>	<u>7/1/2003 - 6/30/2004</u>	<u>7/1/2004</u>		
STEP 1	\$8.67	\$9.36	\$9.56	REOPEN		
STEP 2	\$8.93	\$9.66	\$9.86			
STEP 3	\$9.18	\$9.93	\$10.19			
STEP 4	\$9.44	\$10.19	\$10.48			
STEP 5	\$9.69	\$10.47	\$10.75			
STEP 6	\$9.95	\$10.73	\$11.05			
STEP 7	\$10.20	\$11.01	\$11.32			
STEP 8	\$10.46	\$11.27	\$11.62			
STEP 9	\$11.00	\$11.55	\$12.19			
HOURLY TRIP RATE	\$8.80	\$9.79	\$10.33			
LONGEVITY YEARS	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>	<u>35</u>
JULY 1,2001	\$1000	\$1000	\$1000	\$1000	\$1000	\$1000

For the District

Myra E. Baggett

03/22/02
(Date)

For the Union

Raymond H. Lane LRS

3/22/02
(Date)

Paula J. Luper mit president

3/22/02

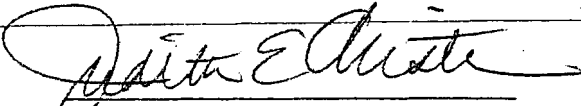
LETTER OF UNDERSTANDING

It is understood between the Superintendent of Schools, Horseheads Central School District (District), and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, for and on behalf of the Horseheads Transportation CSEA Unit (Unit) that:

1. Regulations, as they pertain to drivers and attendants on special needs runs have changed. The law now requires additional training for current employees and training for new employees prior to working on a special needs run. (See Education Law Sections 207 and 3634, and Section 156.3 of the Regulations of the Commissioner of Education).
2. Article III B5 – the last sentence will be amended to read attending two refreshers each year according to the requirements of the regulation.
3. Training will be offered during the year for employees.
4. This Letter of Understanding supercedes the September 24, 1999 memo of Alta Plate.
5. Should the requirements outlined in Paragraphs 1 & 2, above, change, the parties agree to bring the changes for discussion at a Labor-Management meeting.
6. This letter constitutes the full understanding of the parties and may not be changed or modified except in writing.

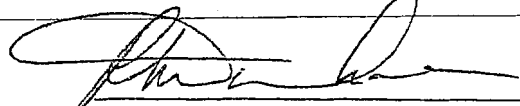
Horseheads Central School District

Civil Service Employees Association, Inc.



Judith E. Christiansen
Director of Human Resources


Date



Ray Ducharme
Labor Relations Specialist
11/6/03

Date

Horseheads Transportation Unit 6355-03



Paulette Frycek
Unit President
11/6/03

Date

MEMORANDUM OF AGREEMENT

It is agreed by and between the Superintendent of Schools, Horseheads Central School District (District), and the Civil Service Employees Association, Local 1000, AFSCME, ALF-CIO, for and on behalf of the Horseheads Transportation CSEA Unit (Unit) that:

1. Beginning September 1, 2004, for a period of time ending June 30, 2005, employees will be given an incentive when they are not absent from work or limit their absences from work.
2. Employees who limit their absences beginning September 1, 2004 through June 30, 2005, will be compensated as follows:

September 8 – November 5, 2004

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay;
- b. \$75 (seventy-five dollars) when the employee has used $\frac{1}{2}$ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay;
- c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

November 8 – January 24, 2005

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay;
- b. \$75 (seventy-five dollars) when the employee has used $\frac{1}{2}$ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay;
- c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

January 25 – April 6, 2005

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay;

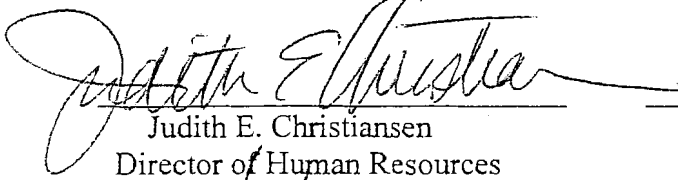
- b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay;
- c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

April 7 – June 15, 2005

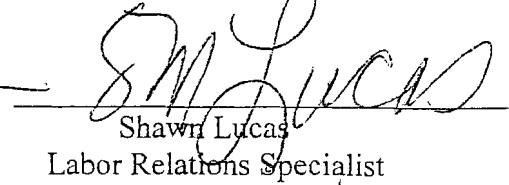
- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay;
 - b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay;
 - c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.
- 3. An employee's eligibility for the incentive will not be negatively affected for time off for jury duty, funeral leave, unit leave or emergency volunteer work as described in the Agreement.
 - 4. Employees will receive a separate lump sum check each 10 weeks, less mandatory deductions.
 - 5. In extenuating circumstances, when an employee loses time through no fault of his/her own, that employee may request a review and waiver of that time as it applied to this incentive. The review will be performed by the Director of Human Resources. If, after review the employee is not satisfied with the response, he/she may appeal to a panel consisting of the Director of Human Resources or designee, the Union president or designee and one member chosen by the parties. In the event of a disagreement over this 3rd member, the Superintendent shall be the 3rd person. The decision of the panel is final and not subject to grievance provisions of the Agreement.
 - 6. Both parties will review this memorandum of agreement in June, 2005.
 - 7. Unless otherwise agreed to by both parties, this memorandum of agreement will sunset on June 30, 2005.
 - 8. This agreement constitutes the complete agreement by and between the parties. This agreement may not be changed or modified except in writing executed by the same parties thereto.

Horseheads Central School District

Civil Service Employees Association, Inc.

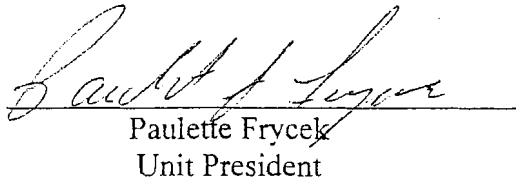

Judith E. Christiansen
Director of Human Resources

6/1/04
Date


Shawn Lucas
Labor Relations Specialist

5.27.04
Date

Horseheads Transportation Unit 6355-03


Paulette Frycek
Unit President

5-27-04
Date

Tentative Agreement
HHCS
CSEA Transportation Unit

It is agreed by and between the Horseheads Transportation Unit (Association) and Horseheads Central School District (District) that the terms of the 2000-05 agreement between the Association and the District are amended as hereinafter set forth:

1. Effective July 1, 2004, each employee shall receive an hourly wage as outlined in the salary schedule set forth below:

Step 1	\$9.65
Step 2	\$9.94
Step 3	\$10.25
Step 4	\$10.58
Step 5	\$10.88
Step 6	\$11.16
Step 7	\$11.47
Step 8	\$11.74
Step 9	\$12.23

All employees over Step 9 shall receive \$12.50 per hour, plus the applicable longevity:

Longevity Years	10	15	20	25	30	35
Amount	\$1100	\$1100	\$1100	\$1100	\$1100	\$1100

The trip rate is \$10.33

2. When a driver is required to perform driving duties which cause him/her to exceed the permitted hours of driving within a 24-hour period, the driver shall report to work the following morning and shall be assigned non-driving duties until he is legally able to drive. For this work, the driver shall be paid his regular rate.
3. The Attendance Incentive MOU shall be extended through June 30, 2005 the MOU, as amended, is attached.

4. All other terms and conditions shall remain in full force and effect unless amended in writing by the parties.

DATED: May 25, 2004

Signed for the District

Judith E Christian 6/1/04

For the Transportation Unit

SM Lucas 5-27-04

Paula Lopez 5-27-04

Gary Keith 5/27/04

Chad E. Tyler 5-27-04

Nickie McKibbin 5/27/04

Jana Kelly 27 MAY 04
Dana Jones 27 May 04

